

36.300

Lease
(Short Form)

This lease made in quadruplicate this 12th day of January, 1966, by and between ALAN BAER and J. D. DIESING, both of Omaha, Nebraska, as Trustees of the E. John Brandeis Trust and not in their individual capacity, but for and on behalf of said Trust

herein referred to as Landlord, and F. W. WOOLWORTH CO., a corporation organized and existing under the laws of the State of New York, having its Executive Office at No. 233 Broadway, New York, New York, herein referred to as Tenant.

WITNESSETH:

For and in consideration of the sum of One (\$1.00) dollar and other valuable consideration paid and to be paid by the Tenant to the Landlord, the Landlord does demise and let unto the Tenant and the Tenant does lease and take from the Landlord, upon the terms and conditions and subject to the limitations more particularly set forth in a certain agreement between the Landlord and Tenant bearing even date herewith (hereinafter referred to as the "Agreement"), the premises now known as

(Address) Building 17 - Southroads Shopping Center at U.S. Highways 73-75 and Brewster Road and Childs Road, County of Sarpy, State of Nebraska

and more particularly described in Schedule "A" and drawing attached hereto and being the identical Schedule "A" and drawing attached to and made a part of the Agreement.

TOGETHER with all alley rights, if any, easements, rights and appurtenances in connection therewith or thereunto belonging.

To have and to hold the same for the term to commence on the date of delivery of the demised premises as in this lease provided, and end on the last day of January, 19. 82, at Midnight, unless sooner terminated or extended as in the Agreement provided.

The Agreement among other provisions contains the following:

Full Performance

ART. 26. This lease (including any Short Form lease or Notice of Lease prepared for recording purposes) is and shall be considered to be the only agreement between the parties hereto; all negotiations and oral agreements acceptable to both parties are included herein. The Landlord by the execution hereof acknowledges full performance to the date hereof of all covenants required to be performed by the Tenant under all prior leases, contracts and agreements of every kind and nature whatsoever affecting the demised premises or the property of which the demised premises are a part.

The Landlord further releases the Tenant from the performance of any and all obligations of every kind and nature whatsoever under said leases, contracts and agreements (except such obligations as are expressly included in the herein lease), all of which are hereby canceled and terminated.

Options for Extended Terms

ART. 28. The Landlord agrees that Tenant shall have and is hereby granted 4 successive options to extend the term of this lease for any period of time not exceeding 5 years on each such option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as extended and all the terms, covenants and provisions of this lease shall apply to each such extended term with the exception, however, that the Tenant shall not have any further option to again extend the term of this lease following the exercise, if any, of the 4th option to extend. If the Tenant shall elect to exercise the aforesaid options it shall do so by giving to the Landlord notice in writing of its intention to do so not later than one (1) year prior to the expiration of the term of this lease or of this lease as extended, and in said notice shall state the date to which it elects to extend the term of this lease.

4791 ✓

FILED FOR RECORD IN SASKY COUNTY NEBR- 1966 AT 3:30 O'CLOCK P.M.
10
AND RECORDED IN BOOK 36 OF New Page 300 Given Services REGISTER OF DEEDS

36-301

~~Optional Premises~~

~~The Landlord agrees that the Tenant shall have and is hereby granted an option to include the demised premises such parts of the land described as Optional Premises in Schedule "A" hereof as the Tenant shall require and improved as is hereinafter set forth, said option to be exercised by giving the Landlord notice in writing not later than 11 years prior to the expiration of (1) the original term of this lease, or (2) the extended term of this lease if the same (pursuant to the provisions of the Article captioned "Options for Extended Terms") has been previously extended or is extended concurrently with said notice.~~

~~The Landlord agrees to commence within 150 days following the Tenant's aforesaid notice and thereafter to complete:~~

- ~~(a) the erection of a one story addition to the building on the herein demised premises, said addition to cover all of the land designated by the Tenant in said notice,~~
- ~~(b) all alterations (including additional heating and air-conditioning) necessary to convert such parts of the Tenant's non-selling areas and said addition as Tenant shall require, to a contiguous sales area similar in quality and appearance to the original sales area, and to prepare the remainder of said one story addition for use for non-selling purposes, and~~
- ~~(c) the relocation of the Service Drive so as to abut the exterior face of the walls of said addition.~~

~~The Landlord agrees to perform all of the work set forth in subsections (a), (b) and (c) of the preceding paragraph with diligence and (with respect to the matters contained in (a) and (b) above) in accordance with plans and specifications prepared by the aforementioned Superintendent of Construction, and upon compliance to deliver the said land and improvements to the Tenant in the same manner and condition as is herein provided for delivery of the herein demised premises.~~

~~Upon such delivery, said land and improvements so delivered shall become a part of the herein demised premises and continue as such during the remainder of the term of this lease, and all the terms, covenants and provisions of this lease shall apply to the demised premises as so enlarged, the remainder, if any, of the said Optional Premises to continue as part of the Common Facilities.~~

~~Effective on the first day of the month next following the date of delivery of the Optional Premises as provided in this lease, and the opening therein of Tenant's enlarged store for business, the annual minimum rent or rents provided for in Art. 5 hereof shall be increased by a sum equal to the product resulting from multiplying the total square feet of ground floor building area included within such Optional Premises by \$~~

Use of Common Facilities

ART 36 . . The Landlord hereby grants to the Tenant, its customers, employees and visitors an easement throughout the term hereof to use, in common with others entitled to similar use thereof, all of the aforementioned Common Facilities and in addition thereto any similar future facilities, including but not limiting the same to the use of all the Streets, Service Drives and Sidewalks for ingress and egress to and from the demised premises, and the public streets or highways shown on the aforesaid drawing, and the use for automobile parking, of the areas designated as Parking Area; all of said Common Facilities being situated upon land described as Entire Premises in the aforementioned Schedule "A" and drawing. The Landlord agrees ~~to~~ to adequately maintain throughout the term hereof, all of said Common Facilities in good and usable condition, adequately lighted, free and clear of ice, snow and debris, ~~and to~~ (See Art. 45)

Restrictive Covenant

ART. 37. So long as F. W. Woolworth Co. leases, uses, or occupies any space in the area described in Schedule "A" hereof as Entire Premises, the Landlord covenants that notwithstanding the amendment, cancellation, termination, or expiration of the herein lease: (a) no covenant or agreement not specified in Schedule "B" hereof made by the Landlord with any other person or corporation restricting the use or occupancy of all or part of said Entire Premises shall be of any force or effect against F. W. Woolworth Co.; (b) no building or structure shall be erected or maintained on any part of the Entire Premises except in the area designated Building Area or Future Building Area on the drawing attached to Schedule "A" hereof; ~~and~~

~~and (c) no other space in said Entire Premises shall be used or occupied as, or in connection with, a store commonly known as a variety store or junior department store.~~

USE OF COMMON FACILITIES (Continued from Art. 36)

ART. 45. The Landlord agrees, in addition to and not in limitation of its obligation contained in Art. 36 hereof, throughout all hours during which the demised premises or any part thereof may be in operation and doing business and for one-half hour thereafter:

- (a) to keep all of the Common Facilities adequately lighted and open to the public;
- (b) to furnish to Malls 1, 2, 3 and 4 sufficient heat to maintain therein an average temperature of 72° Fahrenheit from September 1 until May 1 of each year of the term hereof;
- (c) to furnish to Malls 1, 2, 3 and 4 sufficient cooling to cool said Malls to the average temperature of 80° Fahrenheit Dry Bulb and to produce a relative humidity not exceeding 50% when the outside Dry Bulb temperature is 85° Fahrenheit coincident with Wet Bulb temperature of 75° Fahrenheit, from May 1 to September 1 of each year of the term hereof.

KIOSKS

ART. 46. The Landlord hereby covenants and agrees that it will not erect and maintain or permit the erection and maintenance of any Retail Mall Shops or Retail Kiosks in Malls 1 and 3 in front of Tenant's store other than those specifically shown on the drawing attached to Schedule "A" hereof and made a part hereof.

This limitation on use of said Malls shall not apply to any stairways and seating arrangements that may be erected or installed and maintained by the Landlord for the comfort and convenience of customers, nor to planters or other decorative installations that may be placed in said Malls provided said seating arrangements, stairways, planters or decorative installations do not obliterate, hinder or obstruct full customer visibility or accessibility to, the demised premises, or obstruct the orderly flow of traffic between stores located on said Malls.

36-303

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and affixed their respective seals to this lease on the day and year first above written.

In the Presence of: E. JOHN BRANDEIS TRUST
ATTEST:

[Handwritten signature] By *[Handwritten signature]* (Seal)
Alan Baer, Trustee
[Handwritten signature] (Seal)
J. D. Diesing, Trustee
[Handwritten signature] (Seal)

LANDLORD

F. W. WOOLWORTH CO.

By *[Handwritten signature]* (Seal)
Vice President
ATTEST: *[Handwritten signature]* (Seal)
Secretary

TENANT

ACKNOWLEDGMENTS

(Use form customary in State where Property is situated.)

Tenant

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 18th day of February, 1966, before me the undersigned, a Notary Public in and for said County, personally came H. B. FOGEL and R. S. HELLER of F. W. WOOLWORTH CO., to me personally known to be the Vice-President and Secretary and the identical persons whose names are affixed to the above lease, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and seal the day and year last above written.

My Commission Expires: *[Handwritten signature]*
JOSEPH MARZOTTI
Notary Public

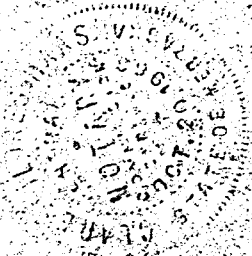
Landlord

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.:

On this 4th day of February, 1966, before me the undersigned, a Notary Public in and for said County, personally came Alan Baer and J. D. Diesing of E. JOHN BRANDEIS TRUST, to me personally known to be the Trustees and the identical persons whose names are affixed to the above lease, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said trust.

Witness my hand and seal the day and year last above written.

My Commission Expires: *[Handwritten signature]*
Notary Public



36-304

SCHEDULE "A"—PROPERTY DESCRIPTION

ATTACHED TO and made a part of Lease (Short Form) dated January 12, 1966 by and between ALAN BAER and J.D. DIESING, as Trustees of the E. John Brandeis Trust,

as Landlord, and F. W. WOOLWORTH CO., as Tenant.

DEMISED PREMISES

The demised premises consist of a one story and basement building (with land thereunder) measuring 121' in width by a depth of 148.5' (approximately 17,973 sq.ft.) on the upper level, a basement (lower level) thereunder of irregular shape containing approximately 23,068 sq.ft., and a freight tunnel measuring approximately 7.5' x 90' on the lower level and in a sub-basement under the lower level, running from the loading docks to the basement (lower level) of the demised premises, to be erected within the Entire Premises described below at the approximate location shown on the drawing attached hereto and made a part hereof and not more than 30' Northerly from the building to be erected for the occupancy of J.C. Penney Co. nor more than 270' Southerly from the building to be erected for the occupancy of Brandeis under leases referred to in this lease.

ENTIRE PREMISES

The Entire Premises consist of all that certain lot, piece or parcel of land together with the improvements thereon, said land being located in the County of Sarpy, State of Nebraska, being bounded and described as follows:

A tract of land lying wholly within the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 14 North, Range 13, East of the 6th Principal Meridian, Sarpy County, Nebraska, containing the following parcels of land: All of Lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2B, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C and 8D, of Clinton's Subdivision in said Section 14, all of Tax Lots F2B1B1, F2B1B2 and G4 in said Section 14, all of Lots 7 and 10, part of Lots 11 and 12 of Laymdale Subdivision, in said Section 14, all of Lots 1 and 2 and part of Lots 3, 6 and 7 of Jull's Subdivision in said Section 14, also portions of vacated Prairie Avenue. Said tract of land is more particularly described as follows:

Beginning at the point of intersection of the northerly right-of-way line of Childs Road and the southwesterly right-of-way line of Prairie Avenue;

thence, S 00° 00' 00" W (Assumed) along the northerly right-of-way line of Childs Road a distance of 1099.18 feet to a point on the easterly right-of-way line of U.S. Highway No. 73 and 75;

thence, N 15° 18' 00" W along the easterly right-of-way of U.S. Highway No. 73 and 75 a distance of 488.69 feet to a point;

thence, in a northwesterly direction along the right-of-way line of U.S. Highway 73 and 75 and said right-of-way line being on a curve to the left, and said curve having a radius of 2,914.9 feet, a distance of 462.92 feet to a point on the southerly right-of-way line of Brewstar Road;

(5)

36-385

SCHEDULE "A" - PROPERTY DESCRIPTION

(CONTINUED)

thence, N 73° 25' 50" E along the southerly right-of-way line of Brewster Road a distance of 654.09 feet to a point;

thence, N 69° 00' 48" E continuing along the southerly right-of-way line of Brewster Road a distance of 354.84 feet to a point on the westerly right-of-way line of vacated Prairie Avenue;

thence, N 76° 10' 04" E a distance of 20.62 feet to a point on the centerline of vacated Prairie Avenue;

thence, S 00° 15' 54" W along the centerline of vacated Prairie Avenue a distance of 134.97 feet to a point;

thence, S 89° 44' 06" E a distance of 20.00 feet to a point on the easterly right-of-way line of vacated Prairie Avenue;

thence, S 88° 38' 21" E a distance of 185.13 feet to a point;

thence, S 00° 15' 39" W a distance of 75.56 feet to a point;

thence, N 87° 18' 39" E a distance of 82.60 feet to a point;

thence, S 00° 15' 39" W a distance of 71.70 feet to a point;

thence, N 89° 42' 21" W a distance of 37.66 feet to the northeast corner of Lot 7 of Lawndale Subdivision;

thence, S 00° 16' 07" W along the easterly line of Lots 7 and 10 and the easterly line of Lots 7 and 10 extended South a distance of 610.98 feet to a point on the southerly line of Lot 12 of Lawndale Subdivision;

thence, N 89° 45' 09" W a distance of 29.54 feet to the southwest corner of Lot 12 of Lawndale Subdivision;

thence, S 55° 04' 07" W a distance of 15.00 feet to a point on the centerline of vacated Prairie Avenue;

thence, S 34° 55' 53" E along the centerline of vacated Prairie Avenue a distance of 349.00 feet to a point;

thence, S 10° 19' 33" E a distance of 36.03 feet to the point of beginning.

The above tract of land contains 27.06 acres more or less.